

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
(Representing Investigator II in the Day Reporting Center)**

**And**

**COUNTY OF COOK/SHERIFF OF COOK COUNTY  
(As Joint Employers)**

**December 1, 2008 through November 30, 2012  
Effective May 8, 2013**

## TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE I RECOGNITION .....</b>	<b>1</b>
SECTION 1.1. REPRESENTATIVE UNIT:.....	1
SECTION 1.2. LABOR COUNCIL MEMBERSHIP:.....	1
SECTION 1.3. DUES CHECKOFF:.....	1
SECTION 1.4. "FAIR SHARE":.....	2
SECTION 1.5. RELIGION EXEMPTION: .....	3
SECTION 1.6. INDEMNIFICATION:.....	3
<b>ARTICLE II NON-DISCRIMINATION .....</b>	<b>3</b>
SECTION 2.1. NON-DISCRIMINATION:.....	3
SECTION 2.2. USE OF MASCULINE PRONOUN; .....	3
<b>ARTICLE III EMPLOYER AUTHORITY.....</b>	<b>4</b>
SECTION 3.1. EMPLOYER RIGHTS: .....	4
SECTION 3.2. EMPLOYER OBLIGATIONS: .....	5
<b>ARTICLE IV UNION RIGHTS.....</b>	<b>5</b>
SECTION 4.1. GRIEVANCE PROCESSING AND CONTRACT ADMINISTRATION: .....	5
SECTION 4.2. NEGOTIATIONS: .....	5
SECTION 4.3. BARGAINING UNIT POSITIONS: .....	5
SECTION 4.4 NEW TRAINING: .....	6
<b>ARTICLE V GRIEVANCE PROCEDURE .....</b>	<b>6</b>
SECTION 5.1. POLICY:.....	6
SECTION 5.2. DEFINITION: .....	6
SECTION 5.3. GRIEVANCE PROCEDURE STEPS: .....	7
SECTION 5.4 HEARING BOARD: .....	7
SECTION 5.5. TIME LIMITS: .....	8
SECTION 5.6. IMPARTIAL ARBITRATION PROCEDURE: .....	8
<b>ARTICLE VI EMPLOYEE RIGHTS .....</b>	<b>9</b>
SECTION 6.1. DISCIPLINE INVESTIGATION: .....	9
SECTION 6.2. CORRECTIVE AND PROGRESSIVE DISCIPLINE: .....	9
<b>ARTICLE VII LABOR-MANAGEMENT MEETINGS.....</b>	<b>9</b>
SECTION 7.1. LABOR-MANAGEMENT MEETINGS:.....	9
<b>ARTICLE VIII SENIORITY .....</b>	<b>10</b>
SECTION 8.1. DEFINITION OF SENIORITY: .....	10
SECTION 8.2. SENIORITY LIST: .....	10
SECTION 8.3. PROBATIONARY PERIOD: .....	10
SECTION 8.4. APPLICATION OF SENIORITY: .....	10
SECTION 8.5. REDUCTION IN WORK FORCE. LAYOFF AND RECALL:.....	11
SECTION 8.6. TERMINATION OR SUSPENSION OF SENIORITY: .....	11
SECTION 8.7. FAMILY AND MEDICAL LEAVE:.....	12
SECTION 8.8. AMERICANS WITH DISABILITIES ACT:.....	12
SECTION 8.9. TEMPORARY LIGHT DUTY: .....	12
SECTION 8.10. CONTRACT COPIES SUPPLIED:.....	13
<b>ARTICLE IX LEAVES OF ABSENCE .....</b>	<b>13</b>

SECTION 9.1. REGULAR LEAVE: .....	13
SECTION 9.2. SENIORITY ON LEAVE: .....	13
SECTION 9.3. RETENTION OF BENEFITS: .....	13
SECTION 9.4. MILITARY LEAVE: .....	13
SECTION 9.5. APPROVAL OF LEAVE: .....	14
SECTION 9.6. VETERAN'S CONVENTIONS: .....	14
<b>ARTICLE X CONTINUITY OF OPERATIONS .....</b>	<b>14</b>
SECTION 10.1. NO STRIKE: .....	14
SECTION 10.2. LABOR COUNCIL RESPONSIBILITY: .....	14
SECTION 10.3. DISCHARGE OF VIOLATORS: .....	15
SECTION 10.4. NO LOCK-OUT: .....	15
SECTION 10.5. RESERVATION OF RIGHTS: .....	15
<b>ARTICLE XI TRAINING AND EDUCATION .....</b>	<b>15</b>
SECTION 11.1. TUITION REIMBURSEMENT: .....	15
<b>ARTICLE XII MISCELLANEOUS .....</b>	<b>15</b>
SECTION 12.1. HEALTH AND SAFETY: .....	15
SECTION 12.2. BULLETIN BOARDS: .....	16
SECTION 12.3. PARTIAL INVALIDITY: .....	16
SECTION 12.4. SUB-CONTRACTING: .....	16
SECTION 12.5. CREDIT UNION: .....	16
SECTION 12.6. PERSONNEL FILES: .....	16
SECTION 12.7. DRUG TESTING: .....	16
SECTION 12.8. SECONDARY EMPLOYMENT PERMITTED: .....	17
SECTION 12.9. DUTY RELATED INJURY: .....	17
<b>ARTICLE XIII HOURS OF WORK AND OVERTIME .....</b>	<b>17</b>
SECTION 13.1. PURPOSE OF ARTICLE: .....	17
SECTION 13.2. REGULAR WORK PERIODS: .....	17
SECTION 13.3. COMPENSATORY TIME AND/OR OVERTIME COMPENSATION: .....	18
SECTION 13.4. OVERTIME WORK: .....	18
SECTION 13.5. COURT TIME: .....	18
SECTION 13.6. CALL BACK PAY: .....	18
<b>ARTICLE XIV RATES OF PAY .....</b>	<b>19</b>
SECTION 14.1. JOB CLASSIFICATION: .....	19
<b>ARTICLE XV HOLIDAYS .....</b>	<b>19</b>
SECTION 15.1. DESIGNATION OF HOLIDAYS: .....	19
SECTION 15.2. HOLIDAY COMPENSATION: .....	20
SECTION 15.3. ELIGIBILITY: .....	20
SECTION 15.4. HOLIDAYS IN VACATIONS: .....	20
<b>ARTICLE XVI VACATIONS .....</b>	<b>20</b>
SECTION 16.1. VACATION LEAVE: .....	20
SECTION 16.2. VACATION PREFERENCE AND SCHEDULING: .....	21
SECTION 16.3. USE OF VACATION TIME: .....	21
<b>ARTICLE XVII WELFARE BENEFITS .....</b>	<b>21</b>
SECTION 17.1. HOSPITALIZATION INSURANCE: .....	21
SECTION 17.2. SICK LEAVE: .....	22
SECTION 17.3. DISABILITY BENEFITS: .....	23
SECTION 17.4. LIFE INSURANCE: .....	23
SECTION 17.5. PENSION PLAN: .....	24

SECTION 17.6. DENTAL AND VISION BENEFITS: .....	24
SECTION 17.7. FLEXIBLE BENEFITS PLAN: .....	24
SECTION 17.8. INSURANCE OPT - OUT: .....	24
SECTION 17.9. BEREAVEMENT LEAVE: .....	24
SECTION 17.10. MATERNITY/PATERNITY LEAVE: .....	25
<b>ARTICLE XVIII ADDITIONAL BENEFITS .....</b>	<b>25</b>
SECTION 18.1. ELECTION DAY: .....	25
SECTION 18.2. PERSONAL DAYS: .....	25
SECTION 18.3. UNIFORM ALLOWANCE AND CHANGES: .....	26
SECTION 18.4. MILEAGE: .....	26
SECTION 18.5. MAINTENANCE OF BENEFITS: .....	26
<b>ARTICLE XIX DURATION .....</b>	<b>26</b>
SECTION 19.1. TERM: .....	26
SECTION 19.2. NOTICE: .....	26
<b>APPENDIX A SCHEDULE XXV .....</b>	<b>29</b>
<b>APPENDIX B GRIEVANCE FORM .....</b>	<b>30</b>
<b>APPENDIX C - COOK COUNTY HEALTH PLAN DESIGN .....</b>	<b>31</b>
<b>APPENDIX D - DUES DEDUCTION FORM .....</b>	<b>42</b>
<b>APPENDIX "E" DRUG-FREE WORKPLACE POLICY .....</b>	<b>43</b>
<b>APPENDIX "E" DRUG-FREE WORKPLACE POLICY .....</b>	<b>57</b>

## **PREAMBLE**

This collective bargaining Agreement is entered into between the County of Cook and the Sheriff of Cook County, Joint Employers of employees covered by this Agreement, (hereinafter collectively referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Labor Council").

## **ARTICLE I RECOGNITION**

### **Section 1.1. Representative Unit:**

The Employer recognizes the Labor Council as the sole and exclusive representative for all employees of the Employer in the defined bargaining unit described as all full time Investigator II's employed in the Day Reporting Center within the Department of Community Supervision and Intervention of the Sheriff's Office and excluding all supervisory, managerial and confidential employees and all other employees excluded by the Illinois Public Relations Act and all employees within any existing collective bargaining units.

### **Section 1.2. Labor Council Membership:**

The Employer does not object to Labor Council membership by its employees, and believes that certain benefits may be gained from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Labor Council if he/she timely tenders the dues and initiation fee (if any) required as a condition of membership.

The Employer will notify the Labor Council by letter any time a new employee enters the bargaining unit, and shall grant the Labor Council an opportunity during the orientation of new employees to present the benefits of Labor Council membership. The terms of this Agreement shall cover all full time employees within the bargaining unit.

### **Section 1.3. Dues Checkoff:**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Labor Council and the Employer (attached herein as Appendix D), the Employer shall deduct from the wages of the employees the monthly dues and initiation fee (if any) required as a condition of membership in the Labor Council, or a fair share representation fee, and shall forward such amount to the Labor Council within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Labor Council.

#### **Section 1.4. "Fair Share":**

1. The County shall grant "Fair Share" to the Labor Council in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon a satisfactory one time demonstration to the County that the Labor Council has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. All employees covered by this Agreement, will within thirty (30) days of their employment by the County, or thirty (30) days from the signing of this Agreement, either (1) become members of the Labor Council and pay to the Labor Council dues and fees; or, (2) will pay to the Labor Council each month their fair share of the Labor Council's costs of the collective bargaining process, contact administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to an address provided by the Labor Council; provided, however, that the Labor Council shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Labor Council, and certifies that said amount is in compliance with the requirements laid down by the United States Supreme Court in Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors.
3. Upon receipt of such certification(s), the County shall cooperate with the Labor Council to ascertain the names, addresses and the work locations of all employee members and non-members of the bargaining unit from whose earnings the dues or fair share payments shall be deducted.

Upon the Labor Council's receipt of notice of a formal objection by a non-member to the fair share amount, the Labor Council shall deposit in an escrow account, separate from all other Labor Council funds, all fees being collected from non-Labor Council employees which are in dispute. Upon request the Labor Council shall furnish objectors and the County with verification of the terms of the escrow arrangement; and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the Agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Labor Council control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of a mutually agreeable settlement between the Labor Council and an objector or group of objectors, or in the event no such settlement is reached, the decision of a neutral arbitrator.

If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Labor Council, the Labor Council shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

**Section 1.5. Religion Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Labor Council, as determined by a neutral arbitrator, shall be required to pay an amount equal to their fair share of Labor Council dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Labor Council and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

**Section 1.6. Indemnification:**

The Labor Council shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Labor Council shall refund any such amount directly to the involved employee.

**ARTICLE II  
NON-DISCRIMINATION**

**Section 2.1. Non-Discrimination:**

The Employer and the Labor Council agree that neither shall discriminate in employment matters by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, or disability, voluntary membership or non-voluntary membership in the Labor Council. No bargaining unit member shall be transferred, assigned, reassigned or have his duties changed for reasons prohibited by this section. Disability may cause a change in an employees assignments, provided the change is not in violation of the Americans With Disabilities Act.

Any transfer of a bargaining unit member cannot be based upon their protected Labor Council activity under this Agreement or under the law.

The Employer shall continue to provide equal employment opportunity and apply equal employment practices for all bargaining unit members.

**Section 2.2. Use of Masculine Pronoun:**

The use of the masculine pronoun in this or any other document between the parties is understood to be for clerical convenience only, and it is further understood that such use includes the feminine pronoun as well.

## ARTICLE III EMPLOYER AUTHORITY

### **Section 3.1. Employer Rights:**

The Labor Council recognizes that the Employer has the full authority and responsibility for directing its operation and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer's rights include, but are not limited to:

- A. The exclusive right to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. The exclusive right to hire, transfer, and promote; discipline, suspend or discharge employees for just cause.
- C. To establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties; as well as the right to determine reasonable work productivity, performance and evaluation standards.
- D. The right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services which do not replace bargaining unit positions (this shall not prevent the Employer from reducing the work force based on cancellation of contracted police services to local communities, or other justifiable reasons).
- E. The right to make, publish and enforce reasonable general orders, rules and regulations; and, the Employer has the right make changes in assigned duties and responsibilities; except as otherwise limited by this Agreement.
- F. the right to enter into mutual aid and assistance agreements with other units of government.
- G. the right to establish standards governing the levels of force, including deadly force that can be used.
- H. The Employer has the right to take any and all actions as maybe necessary to carry out the duties and responsibilities of the Employer in situations of civil emergency as may be declared by the Employer. It is the sole discretion of the Employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions or other circumstances beyond the control of the Employer which call for immediate action whereas it maybe required to



assign employees as the Employer deems necessary to carry out its duties and responsibilities; provided that no right enumerated in this Section shall diminish the labor Council's right to grieve in accordance with the provisions of this Agreement.

**Section 3.2. Employer Obligations:**

The Labor Council recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

**ARTICLE IV  
UNION RIGHTS**

**Section 4.1. Grievance Processing and Contract Administration:**

Only the aggrieved employee(s) and/or Representatives of the Labor Council may present grievances. Duly authorized Representatives of the Labor Council and/or the local Bargaining Committee will be permitted, at reasonable times, to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These Representatives will be identified to the Sheriff or his designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Sheriff or his designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Labor Council will not abuse this privilege, and such right of entry shall at all times be subject to general Sheriffs Department rules applicable to non-employees. Said approval shall not be denied arbitrarily or capriciously or without cause.

The Labor Council will advise the Employer in writing of the names of the local Bargaining Committee officials. Upon obtaining approval from their supervisor, before leaving their work assignment or area, Bargaining Committee members, or other specifically authorized members, will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Department are not adversely affected. In all cases the primary mission of the Department and proper manpower considerations shall be controlling. The maximum number of employees and delegates who will be recognized for this purpose will be two (2).

**Section 4.2. Negotiations:**

Members designated as being on the Bargaining Committee who are scheduled to work on a day on which negotiations will occur shall be excused from their regular duties and assigned to the negotiations without loss of pay or benefits. If a Bargaining Committee attends negotiations while off-duty, he shall not receive any compensation. Employees will be required to return to their assignments at the conclusion of the negotiating sessions.

**Section 4.3. Bargaining Unit Positions:**

Bargaining unit members who are on leave from their position of Cook County Deputy Sheriff or position of Correctional Officer will not be required to fill out "Request For Leave" forms. These bargaining unit members shall retain their merit board status while a member of this bargaining unit.

Only bargaining unit members shall be permitted to do bargaining unit work. The Sheriff retains the authority to temporarily transfer/assign employees on an emergency basis for up to sixty (60) days. However, transfers shall be done in accordance with all applicable articles and sections of this Agreement. Such temporary assignment shall not occur to the same bargaining unit member for a total in excess of 60 days in one calendar year. Transfers shall not be made in an arbitrary manner, nor will transfers be utilized as a form of discipline.

**Section 4.4 New Training:**

The Employer agrees to provide all appropriate training to all personnel commensurate with their duties and responsibilities; and further agrees to continuously update such training in order that the employees may develop the skills, knowledge and ability needed in the performance of their official duties.

The Employer agrees to post (in a place accessible to all employees in the bargaining unit) all training classes when they become available and will provide for equal opportunities to attend such classes.

**ARTICLE V  
GRIEVANCE PROCEDURE**

**Section 5.1. Policy:**

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees.

**Section 5.2. Definition:**

A grievance is a difference between an employee or the Labor Council and the Employer with respect to discipline, the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement. The Labor Council will send copies of grievances appealed at step Three to the Sheriff or his designee. It is recognized that because a Joint Employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by County Administration, depending on the subject of the grievance.

Employees may take up grievances through Steps 1 or 2, or 3 either individually or with representation by the Labor Council. If an employee takes up a grievance without Labor Council representation, any resolution of the grievance shall be consistent with this Agreement and the Labor Council representative shall have the right to be present at such resolution meetings. A grievance relating to all or a substantial number of employees or to the Labor Council's own interests or rights with the Employer may be initiated at Step 3.

Without diminishing or compromising the rights of the Employer under Section 4 of the IPLRA and Article III of this Agreement to promulgate work rules or general orders, it is understood by the parties that the Labor Council may file and arbitrate a grievance under Article V, challenging as unreasonable, changes in existing or new work rules, assignments or general orders, standards

or procedures which have as their primary subject wages, hours and terms and conditions of employment.

A grievance does not include insurance disputes between employees or their dependents and the claims processor; such disputes are covered by a separate appeals process.

### **Section 5.3. Grievance Procedure Steps:**

A grievance must be submitted on form (see Appendix B) which clearly identifies the subject matter as a "grievance". The steps and time limits (shown as calendar days) as provided in the Employer's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time Limit This Step calendar days</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting work days</u>	<u>Response Time work days</u>
1	10 days	Immediate Supervisor	5 Days	5 Days
2	10 days	DRC Director	10 Days	10 Days
3	10 days	DCSI Exec. Director	10 Days	10 Days
4	10 days	Sheriff/or Designee	10 days	10 Days
5	30 days	Impartial Arbitrator	As Scheduled	30 Days

At each Step of the Grievance Process the Employer must issue a written response within the required time limit. At step one the time limit begins ten calendar days from the date the disciplinary form is signed by the employee.

If a grievance is not appealed to any step of the grievance procedure within the time limits set forth in Section 5.3, it shall be considered to have been settled on the basis of the Employer's last answer. If the Labor Council or the grievant does not receive an answer to the grievance at any step of the grievance procedure within the time limits specified in Section 5.3, the Labor Council or the grievant may elect to treat the grievance as denied at that step and appeal the grievance to the next step of the grievance procedure.

### **Section 5.4 Hearing Board:**

For discipline of less than 30 days, an employee may choose a hearing board rather than the grievance procedure. The affected employee should indicate this option on the disciplinary form.

The Executive Director of DCSI will appoint the board. The hearing board's decision shall not be subject to the grievance procedure.

**Section 5.5. Time Limits:**

The initial time limit for presenting a grievance shall be ten (10) calendar days and the same limit shall apply to the presentation of grievances through all Steps. The employer will meet with the employee to discuss the grievance at each step within ten (10) [five (5) at step one] working days of receipt and answer the grievance within ten (10) [five (5) at step one] working days of the meeting. The scheduling of an arbitration hearing, shall be governed by mutual agreement with the arbitrator. An arbitrator's award shall be submitted to the parties within thirty (30) days of the close of the hearing. Time limits may be extended by mutual agreement, in writing, between the employee and/or the Labor Council and the Employer.

**Section 5.6. Impartial Arbitration Procedure:**

Only the FOP Labor Council may request arbitration under this Agreement. If the Labor Council is not satisfied with the Step 3 answer to a grievance involving an alleged violation of the contract or transfer, it shall within ten (10) days after receipt of the Step 3 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. The parties agree to select an arbitrator from a panel obtained from the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators. Either party may make written request of the other party to strike and replace not more than one (1) entire panel. Each of the two (2) parties will confer within seven (7) days of receipt of the arbitration panel to alternately strike one (1) name at a time from the panel until only one (1) name remains; the remaining name shall be the arbitrator. The party striking first shall be determined by a toss of the coin. The Labor Council and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay.

In fashioning his/her award in discipline grievances, the Arbitrator shall determine whether there was just cause to impose the discipline, and, sustain the discipline imposed by the Employer, reduce the discipline (including reduction to a reprimand), including the application of "options" granted or denied with regard to the discipline, or exonerate the employee; but, in no event shall the Arbitrator have authority to increase the disciplinary action in question. The Arbitrator shall issue a written decision within thirty (30) days after close of the hearing, or the submission of post-hearing briefs (if applicable), which ever is later.

All decisions of the Arbitrator shall be final and binding on the parties. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Labor Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in issuing his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the Labor Council. The Arbitrator's decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

## **ARTICLE VI EMPLOYEE RIGHTS**

### **Section 6.1. Discipline Investigation:**

The Employer shall not take any disciplinary action against an employee without just cause. Any employee covered by the terms of this Agreement shall be afforded all of the rights enumerated by the Uniformed Peace Officers Disciplinary Act (Bill of Rights) 50 ILCS 725/1 et seq. In addition, as unionized employees, the employees who are subject to investigation which may lead to discipline shall be afforded all of the rights and privileges granted under *Weingarten v NLRB*, 420 US 251 (1975), 43 L ED. 2d 171, 95 SCT 959 and *Morgan v Central Management Services*, ISLRB (1 PERI 2020).

Random testing under the Sheriffs Drug Free Workplace Policy shall not be subject to the provisions of 50 ILCS 725/1, et seq.

### **Section 6.2. Corrective and Progressive Discipline:**

- A. The Labor Council and the Employer agree that discipline should be timely, corrective and progressive, and accompanied by counseling where appropriate. It is understood that the employees are subject to general orders, rules and regulations of the Department.

An employee may be temporarily reassigned while under investigation for alleged wrongdoing. Such reassignment shall not be indicative of any guilt, nor shall it diminish the employee's rights. An employee's credentials and badge may be removed during any reassignment or investigation of alleged wrongdoing for just cause.

- B. A written reprimand or suspension of three days or less (as a result of a Summary Punishment Action Request from SPAR) will be disregarded and removed from the employee's personnel file after twelve (12) months from the issuance of the SPAR, provided that the employee has received no other written reprimand or suspension during this twelve month period. If there is another written reprimand or suspension during this time period, then the SPAR will be removed twelve months after the employee's last reprimand or suspension.

## **ARTICLE VII LABOR-MANAGEMENT MEETINGS**

### **Section 7.1. Labor-Management Meetings:**

For the purpose of conferring on matters of mutual interest, the Labor Council and the Employer agree to meet on a quarterly basis, if necessary, or more often if necessary, at mutually agreed upon dates, times and locations. The Labor Council and Employer shall each designate not more than two (2) representatives to a labor-management committee for this purpose. This provision is not intended in any way to preclude informal discussions or meetings among the parties.

## **ARTICLE VIII SENIORITY**

### **Section 8.1. Definition of Seniority:**

For the purposes of the Article, seniority in the bargaining unit is defined as an employee's length of service in the bargaining unit, however, for purposes of earned benefits and pension, the employees seniority shall be defined as the length of most recent continuous employment with the Employer.

In the event that two or more appointments to Investigator II were made on the same day, seniority shall be based on date of hire with the Employer. If the date of hire is the same, the lowest employee number shall indicate the most senior employee.

### **Section 8.2. Seniority List:**

As soon as possible, the Employer will furnish the Labor Council with a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Sheriff shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Labor Council from that time forth and forever. The Employer will furnish the Labor Council with monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Labor Council until a subsequent list is furnished by the Employer as provided herein provided that, no changes in the hiring dates furnished in the original list will be permitted. An employee's seniority, and their position on the seniority list, may be adjusted if accrual of seniority stops during a leave of absence.

### **Section 8.3. Probationary Period:**

All new Investigator II's will be on probation during their first six months in the Day Reporting Center. If during that time, an employee is not able to perform adequately, he will be returned to his previous assignment.

### **Section 8.4. Application of Seniority:**

- A. Application: The seniority list shall govern in the selection of vacations or other time off selections and overtime in accordance with the provisions of this Agreement. Seniority shall be considered when making employee requested transfers.
- B. Overtime Assignments: Regularly scheduled overtime shall first be offered, on a seniority basis within the DRC Bargaining Unit for which the overtime assignment is needed. An employee who works overtime will be placed at the bottom of the overtime list once the overtime is received. An employee requesting to be skipped when it becomes his/her turn to work a voluntary overtime assignment shall be rotated to the bottom of the overtime list.

- C. Job Posting and Bidding: In the event an opening is to be bid in the unit, shift, or other assignments available to bargaining unit members, notice of such bids shall be posted in such a manner as to insure all bargaining unit members have ample notice and opportunity to bid. Job opening shall be filled by bargaining unit members, by use of strict seniority, once all other conditions for particular training or certificate required for the position have been met. Bargaining unit members shall have ten (10) days from the date of posting to submit their bid. As a general rule such bid position shall be filled within sixty (60) days from the close of bidding, unless exigent circumstance prevent filling the position. Such circumstance to be discussed with the union upon written request.
- D. All employees shall be allowed voluntarily, temporary shift exchanges with other employees subject to the employer's approval. These shift changes shall be for exigent circumstances and shall be for a limited time not to exceed 15 days. Upon resolution, such employees shall be restored to their appropriate shift prior to the temporary trade. All request and agreements to exchange shifts shall be in writing and signed by all affected employees, and are subject to termination at any time by the employer.

**Section 8.5. Reduction in Work Force. Layoff and Recall:**

Should the Employer determine that it is necessary to decrease the number of employees within the bargaining unit, due to lack of funds or lack of work, the employees to be laid off shall be removed in inverse order of seniority (e.g. last hired, first laid-off) within the bargaining unit. Affected employees and the Labor Council shall be given notice thereof at least two (2) weeks prior to the effective date of such lay-off. Employees affected by this procedure shall immediately return to the position with the Employer from which they have taken a leave and be subject to recall in order of seniority before any new employees are hired within the Department of Community Supervision and Intervention Day Reporting unit.

**Section 8.6. Termination or Suspension of Seniority:**

An employee's seniority with the Employer shall be suspended or terminated, as may be appropriate, upon the occurrence of the following:

- A. Resignation or retirement;
- B. Discharge for just cause, including but not limited to the following:
1. Failure to report for work upon recall from layoff within ten (10) workdays after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Department Personnel Office;
  2. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff in writing.
- C. An employee's seniority shall be suspended when the employee is absent from work because of layoff for twelve (12) months, in the case of an employee with less than one

(1) year of service, from when the absence began, or twenty-four (24) months in the case of all other employees, or on an approved unpaid leave of absence in excess of six(6) months; except that this provision shall not apply in the case of an employee absent from work because of illness or injury covered by duty disability or ordinary disability benefits.

**Section 8.7. Family and Medical Leave:**

Employees shall be granted family medical leave in accordance with the Family Medical Leave Act.

**Section 8.8. Americans with Disabilities Act:**

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the American's with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all reasonable steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or any other applicable statute.

Grievances filed in reference to this Section shall begin at Step 3 of the Grievance Procedure.

**Section 8.9. Temporary Light Duty:**

Employees may be returned, at the discretion of the Executive Director of DCSI to a full time restricted duty position so long as:

1. the employee's attending physician and the County medical staff has provided a written prognosis of expected return to full duty; and
2. the employee has a medical release from the same physician and the County medical staff to perform such work.

If positions are available for temporary light duty, these positions shall be filled on a first come-first serve basis, regardless of seniority, with notification of such assignment to the Union. The Sheriff shall not be obligated to create light duty positions.



Under no circumstances may a temporary light duty position be extended beyond six (6) months.

**Section 8.10. Contract Copies Supplied:**

The Employer and the Labor Council agree to a 50%-50% split in the cost of reproducing this Agreement in such numbers as may be necessary for all parties. Such reproduction shall be at a pre-agreed price, and shall be completed within sixty (60) days of the execution of this Agreement. The Labor Council shall be responsible for ensuring that all dues paying bargaining unit members are supplied with a copy of the fully executed labor Agreement.

**ARTICLE IX  
LEAVES OF ABSENCE**

**Section 9.1. Regular Leave:**

Leaves of absence without pay for employees shall be granted in compliance with the Rules and Regulations of the Employer and Cook County Sheriff's Merit Board Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

**Section 9.2. Seniority on Leave:**

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits or additional seniority during such period (except as may be otherwise provided in the County's Pension Plan), if such leave is in excess of thirty (30) days; except that leave granted under the Family Medical Leave Act shall be exempt and pension and seniority shall continue.

**Section 9.3. Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on an unpaid leave of absence. An employee on an unpaid leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article XVII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deduction or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 9.4. Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field

training, cruises and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year. The employee will notify the employer at least 20 days prior to the leave date when possible.

**Section 9.5. Approval of Leave:**

No request for a leave, as defined in of this Article, will be considered unless approved by the Sheriff or his designee. The Sheriff or his designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of the Employer's business. Approval of leaves of absence will not be unreasonably denied, providing that the reasons for the leave are in conformance with the existing policies or applicable laws regarding leaves of absence.

**Section 9.6. Veteran's Conventions:**

Any employee who is a delegate or alternate to a National or State convention of a recognized veteran's organization may request a leave of absence without pay for the purpose of attending said convention, providing, however, that any employee requesting a leave must meet the following conditions:

The employee must be a delegate or alternate to the convention as established in the by-laws of the organization.

They must register with the credentials committee at the convention headquarters. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.

They must have attended no other convention, with a leave of absence, during the fiscal year. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

## **ARTICLE X CONTINUITY OF OPERATIONS**

**Section 10.1. No Strike:**

The Labor Council will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

**Section 10.2. Labor Council Responsibility:**

Should any activity prescribed in Section 1 of this Article occur, which the Labor Council has not sanctioned, the Labor Council shall immediately:

1. publicly disavow such action by the employees or other persons involved;

2. advise the Employer in writing that such action has not been caused or sanctioned by the Labor Council;
3. notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
4. take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

**Section 10.3. Discharge of Violators:**

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this Article. In such event, the employee or employees, or the Labor Council on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

**Section 10.4. No Lock-Out:**

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

**Section 10.5. Reservation of Rights:**

In the event of any violation of this Article by the Labor Council or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

## **ARTICLE XI TRAINING AND EDUCATION**

**Section 11.1. Tuition Reimbursement:**

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 per fiscal year for employment related course-work. Application should be made through the Cook County Bureau of Human Resources.

## **ARTICLE XII MISCELLANEOUS**

**Section 12.1. Health and Safety:**

The Employer will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The Employer also appreciates suggestions from employees concerning health and safety matters, and will meet periodically with the Labor Council to discuss same.

**Section 12.2. Bulletin Boards:**

The Employer will make bulletin boards available for the use of the Labor Council and the Fraternal Order of Police in non-public locations; the Labor Council may, at its own expense, erect its own separate bulletin boards in locations agreed to by the Employer. The Labor Council and the FOP will be permitted to have posted on these bulletin boards notices of a non-controversial nature, and shall submit a copy of them to the Sheriff or his designee for approval.

There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

**Section 12.3. Partial Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

**Section 12.4. Sub-Contracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer also reserves the right to enter into mutual aid and assistance agreements with other units of government. The Employer agrees not to sub-contract bargaining unit work or replace bargaining unit employees. This provision is not intended to prevent the Employer from reducing the work force in the event mutual aid or police service provided by the Employer to other governmental entities cease.

In the event bargaining unit positions will be effected, the Employer will advise the Labor Council at least three (3) months in advance of such contemplated changes and will discuss such contemplated changes with the Labor Council, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Labor Council in making every reasonable effort to place adversely affected employees into other bargaining unit positions. The Labor Council reserves all rights granted by this Agreement and the Act.

**Section 12.5. Credit Union:**

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, and remit payments to a Credit Union.

**Section 12.6. Personnel Files:**

The parties agree to abide by the Illinois Personnel Records Review Act 820ILCS 40/0.01 et seq. as amended.

**Section 12.7. Drug Testing:**

The Joint Employers and the Labor Council agree to the provisions of the Sheriff's Drug-Free Workplace Policy General Orders (sworn and civilian), attached herein and made apart of this labor Agreement, as Appendix E and F. No other drug policy may be substituted without discussion between the parties.

**Section 12.8. Secondary Employment Permitted:**

The Employer may require advance written request for secondary employment, in accordance with existing Department policy, which may only be denied for just cause. Only employees working in the capacity of a law enforcement officer, security guard or investigator may be required to furnish proof of the secondary Employer's indemnification/liability insurance coverage. This provision shall not apply to work performed for the County of Cook or the Cook County Sheriffs Department. All secondary employment is limited to twenty (20) hours per week.

The Union and the Joint Employers agree that a request for secondary employment shall be denied, under the following circumstances, when the secondary employment is in an establishment where the primary business is the sale of intoxicating liquor or gambling:

1. The employment includes serving as a bartender and/or dispensing intoxicating liquor.
2. The employment includes serving as a cocktail waiter/waitress.
3. The employment is security related
4. The Sheriffs Office deems that the employment will bring discredit upon the department.

**Section 12.9. Duty Related Injury:**

In the event an employee is injured on duty and is unable to perform his duties, the employee may be placed on a duty related injury leave until such time as the employee is deemed fit to return to duty. During the time the employee is on a duty related injury leave he shall retain all seniority and benefits.

However, the Sheriff retains the right to recall credentials and badges for just cause; and an officer shall surrender his credentials and badge if he is absent from work for more than 180 days (6 months).

**ARTICLE XIII  
HOURS OF WORK AND OVERTIME**

**Section 13.1. Purpose of Article:**

The provisions of this Article are intended to provide the basis for calculating the normal workday and workweek, and to provide a basis for calculating overtime pay.

**Section 13.2. Regular Work Periods:**

The normal work week shall consist of an eight (8) hour day and forty (40) hours in a seven (7) day work week (Sunday through Saturday), with two or more consecutive days off. Any changes in the hours worked or work schedules from those which existed as of February 1, 2003 will be discussed with Labor Council Representatives at least thirty (30) days prior to implementation of such change, and shall not result in the loss of any economic benefit currently offered by the

Employer. In the event such discussion does not result in an agreement on the contemplated changes in the hours worked or, work schedules or loss of economic benefits, the Labor Council reserves the right to move the issue directly to impasse arbitration. The normal work day will include a one hour lunch.

### **Section 13.3. Compensatory Time and/or Overtime Compensation:**

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of abnormal peak loads in activities of the institution or department.
- B. For the purpose of calculating overtime, all compensated hours except sick leave during a fourteen day pay period shall be counted. Employees shall receive overtime at the rate of time and one-half (1 ½) their normal hourly rate of pay for all hours worked in excess of 80 hours in a two week pay period. At the employee's option, time and one-half (1 ½) overtime may be accumulated as compensatory time due, calculated at the overtime rate, in lieu of pay.

All compensatory time due earned, from what ever source, shall be accumulated to a maximum of four hundred eighty (480) hours. All hours earned in excess of four hundred eighty (480) hours shall be paid in cash.

Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.

### **Section 13.4. Overtime Work:**

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. It is the intention of the parties that overtime will be distributed equitably among the employees in the unit as far as practicable, to that end overtime shall be offered to bargaining unit members on a rotating seniority basis.

### **Section 13.5. Court Time:**

If an employee is required by the Department to appear in court during off-duty hours, the employee shall receive two (2) hours minimum pay, at the rate of time and one-half, or the actual hours worked, whichever is greater.

### **Section 13.6. Call Back Pay:**

All requests to use Personal Business Time shall be submitted in writing to the Division/Unit, Director/Chief no less than 48 hours in advance of the date of use. Requests to use Time Due or Emergency Vacation Time shall be submitted no less than 72 hours in advance of the date of use.

The above submission time limits may be shortened at the Director/Chiefs discretion.

## **ARTICLE XIV RATES OF PAY**

### **Section 14.1. Job Classification:**

The parties agree that the wages herein are retroactive to employees having left the bargaining unit before the formal execution of this Agreement only insofar as they fall under the County's policy regarding eligibility.

Wage rates are attached in Appendix A.

Effective the first full pay period on or after 06/01/2009	1.00%
Effective the first full pay period on or after 06/01/2010	1.00%
Effective the first full pay period on or after 12/01/2010	0.50%
Effective the first full pay period on or after 06/01/2011	1.50%
Effective the first full pay period on or after 12/01/2011	2.00%
Effective the first full pay period on or after 06/01/2012	2.50%

## **ARTICLE XV HOLIDAYS**

### **Section 15.1. Designation of Holidays:**

A. The following days are hereby declared holidays for all employees in the bargaining unit.

1. New Year's Day - January 1
2. Martin Luther King Birthday - 3rd Monday in January
3. Lincoln's Birthday - February 12
4. President's Day - Third Monday in February
5. Pulaski's Birthday-1st Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - The fourth Thursday in November
12. Christmas Day - December 25

In addition to the holidays, listed an employee shall be credited with one (1) floating holiday on December 1 of each year which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee. The floating holiday will be scheduled in accordance with the procedure for personal day selection as set forth in this Agreement. Use of the floating is restricted to a full day increment.

It is the intent of the board of Commissioners of Cook County that all salaried Cook County Investigators be granted twelve (12) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs.

- B. In addition to the above, any other days or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.

**Section 15.2. Holiday Compensation:**

A. If a scheduled holiday coincides with an employee's regular day off, the employee shall receive one (1) day compensatory time due in lieu of holiday pay.

B. Employees whose regular work schedule coincides with any of the holidays, and the employee works on said holiday, shall receive one and one-half times their hourly rate of pay, for all hours worked, plus an additional one day of compensatory time due.

**Section 15.3. Eligibility:**

To be eligible for holiday pay, an employee must have received at least forty (40) compensable hours during the pay period in which the holiday occurs.

**Section 15.4. Holidays in Vacations:**

If a holiday falls within an employee's scheduled vacation, such employee will be carried as a "Holiday".

**ARTICLE  
XVI VACATIONS**

**Section 16.1. Vacation Leave:**

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Section 16.1(B), shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st through 6 <sup>th</sup>	10 working days	20 working days
7th through 14 <sup>th</sup>	15 working days	30 working days
15th or more	20 working days	40 working days

- B. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year



shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

- C. In the event an employee has not taken vacation leave as provided, by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
  - D. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
  - E. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County shall be the same as if employment had continued without interruption by Military Service.
- 
- F. Holidays recognized by the Board of Commissioners of Cook County are not counted as part of a vacation.

**Section 16.2. Vacation Preference and Scheduling:**

Vacation picks and scheduling procedures in effect at the time of this Agreement shall remain in effect. Vacations shall be selected within the bargaining unit, on a seniority basis, with a maximum of four (4) persons at any one time allowed vacation time off. If a transfer occurs after the vacation selection, the affected employee's vacation selection shall remain as originally chosen, where possible.

**Section 16.3. Use of Vacation Time:**

Employees may be allowed to use up to 1/3 of vacation time earned in a calendar year in one (1) day blocks upon the required approval. Employees earning only 6 ten (10) working days per year may be allowed to use up to five (5) working days per year in this manner. Employees will not be permitted to use additional accrued vacation time in the above manner.

**ARTICLE XVII  
WELFARE BENEFITS**

**Section 17.1. Hospitalization Insurance:**

The County agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C through fiscal year 2008.

- B. Until May 31, 2008, employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an

amount equal to one and one-half percent (1-1/2%) of their base salary as a contribution towards premiums. Until May 31, 2008 employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent (1/2%) of their base salary as a contribution towards premiums with a maximum contribution (CAP) of \$8.00 per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Union. All employee contributions for Health Insurance shall be made on a pretax basis.

- C. Until November 30, 2007, the HMO prescription co-pay will be \$5.00 generic, \$10.00 brand name (\$5.00 if no generic is available) per prescription, including mail order prescription up to a 90-day supply. Effective December 1, 2007, the HMO prescription drug co-pay will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90-day supply shall be double these amounts and there will be a \$10.00 co-pay for doctor office visits.

All new employees shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire. The County may institute or continue a cost containment program (such as second opinion on elective surgery, out-patient surgery, weekend admission prohibition, etc.) so long as the health insurance coverage remains the same. The Labor Council will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes. The insurance program effective December 1, 2008 is attached as Appendix C.

#### **Section 17.2. Sick Leave:**

- A. All employees covered by the terms of this Agreement, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for 5 days during each bi-weekly payroll period to accrue paid sick leave. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days (1400 hours, calculated as eight hours work days), at the rate of twelve (12) working days, or ninety-six (96) working hours, per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability or injury, in the immediate family of the

employee. Sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.

- D. An employee who has been off duty for forty (40) consecutive work hours or more for any health reason may be required to submit to his Department Head a doctor's statement as proof of illness and to undergo examination by the Employer's physician before returning to work and shall be at the Employer's cost. The employer may visit the home of the employee for the purpose of verifying the injury or medical reason, whenever doubt exists as to the validity of the absence.

For health related absences of less than forty (40) consecutive work hours, a doctor's statement or proof of illness will not be required except in individual instances where the Sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit to return to work.

- E. If, in the opinion of the Sheriff or his designee, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.

- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

#### **Section 17.3. Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefit. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan; Disability benefits will be reduced by any Worker's Compensation benefits received. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. The employee will not be required to use sick time and/or vacation time for any day of duty disability.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive not less than fifty percent (50%) of salary. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree.

#### **Section 17.4. Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase

additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO.

**Section 17.5. Pension Plan:**

Pension benefits for employees covered by this Agreement shall be mandated under Chapter 40, Act 5, and Section 1-101 of the 1992 Illinois Compiled Statutes.

**Section 17.6. Dental and Vision Benefits:**

The County agrees to provide a dental and vision insurance plan to its employees and their eligible dependents, at no cost to the employee. Additionally, the County shall offer a PPO Dental Program. The vision and dental care benefits will be as provided in Appendix C of this Agreement.

**Section 17.7. Flexible Benefits Plan:**

The County agrees to implement a voluntary flexible benefits plan under Section 125 of the Internal Revenue Code.

**Section 17.8. Insurance Opt - Out:**

The Employer agrees to pay \$800.00 per year to eligible employees who opt-out of the Employer's health benefit program. The \$800.00 will be paid in one lump sum at the beginning of each fiscal year. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program. Covered employees may not opt-out if their spouse or domestic partner is also a county employee.

**Section 17.9 Bereavement Leave:**

- A. Excused leave with pay will be granted for three (3) days, if the employee must travel one hundred fifty (150) miles or more from 118 N. Clark, Chicago, Illinois 60602 five (5) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes mother, father, (including in-laws) husband, wife, child (including step, foster, adopted), brothers, sisters, grandchildren, grandparents, or such persons who have reared the employee,
- B. Leave requested to attend the funeral for someone other than a member of an employee's immediate family nor household may be granted, but time so used shall be deducted from the accumulated vacation, personal leave or compensatory time due of the employee making the request

**Section 17.10. Maternity/Paternity Leave:**

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff or his designee.

**ARTICLE XVIII  
ADDITIONAL BENEFITS**

**Section 18.1. Election Day:**

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

**Section 18.2. Personal Days:**

All employees shall be permitted thirty-two (32) hours off with pay each fiscal year. Employees may be permitted these thirty-two (32) hours off with pay for personal leave for such occurrences as observances of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than four hours at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of eight (8) hours for each full fiscal quarter in pay status; except that two (2) personal days, may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than thirty-two (32) may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave and vacation leave.

Personal days may be used consecutively and/or as additional vacation leave with permission from the Sheriff or his designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

In crediting personal time, the fiscal year shall be divided into the following fiscal quarters:

- 1st Quarter - December, January, February
- 2nd Quarter - March, April, May
- 3rd Quarter - June, July, August
- 4th Quarter - September, October, November

Severance of employment for just cause shall terminate all rights to accrued personal days.

**Section 18.3. Uniform Allowance and Changes:**

The employees covered by the terms of this Agreement shall receive six hundred fifty dollars (\$650.00) effective fiscal year 1998, uniform/equipment allowance for each fiscal year of the Agreement. The uniform/equipment allowance shall be paid to the individual employees during the first pay period in December. Civilian who are not required to maintain a uniform or equipment shall not be eligible to receive a uniform/equipment allowance.

**Section 18.4. Mileage:**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at the rate of 31.5 cents per mile in accordance with the Cook County Travel Expense Reimbursement policy effective December 1, 1997. Such rate shall be adjusted upward, as necessary, to ensure that employees are paid the maximum allowable by County policy.

**Section 18.5. Maintenance of Benefits:**

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Labor Council. The Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice and meeting(s) shall be considered temporary pending the completion of such discussions. The Labor Council reserves the right to impact bargain over such changes, including the right to arbitrate any dispute over such changes.

**ARTICLE XIX  
DURATION**

**Section 19.1. Term:**

This Agreement shall become effective on December 1, 2008 and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify this Agreement. In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached. This Agreement shall be applicable to all employees who were employed as of December 1, 2008. All economic terms of this Agreement shall be retroactive to December 1, 2008 unless otherwise specified in this Agreement.

**Section 19.2. Notice:**

Any notice under this Agreement shall be given by registered or certified mail. If given by the Labor Council, then such notice shall be addressed to the following individuals:

1. President  
Board of Commissioners of Cook County  
118 North Clark Street - Room 537  
Chicago, IL 60602

2. Sheriff  
Daley Center - Room 704  
Chicago, IL 60602
3. Chief  
Bureau of Human Resources  
118 N. Clark Street - Room 840  
Chicago, IL 60602

If given by the County to the Labor Council, then such notice shall be addressed to:

Illinois Fraternal Order of Police Labor Council  
974 Clocktower Drive  
Springfield, Illinois 62704

Either party may, by like written notice, change the address to which notice to it shall be given.

---

Signed and entered into this 29<sup>th</sup> day of May, 2013.

COUNTY OF COOK:

By: Toni Preckwinkle  
TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Thomas J. Dart  
THOMAS J. DART  
Sheriff, Cook County

ATTEST:

David Orr

DAVID D. ORR,  
Cook County Clerk

UNION: ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Representative, Illinois Fraternal Order of Police Labor Council

Chairman, Labor Council Bargaining Team

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 29 2013



EFFECTIVE JUNE 1, 2012

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATORS: DAY REPORTING

GRADE		AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE					AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE					AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE					AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE					AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE					
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP																					
IS2	Hourly	23,648	24,771	25,943	27,190	28,501		29,820	31,007	32,241	33,524	34,862															
	Bi-Weekly	1,891.84	1,981.68	2,075.44	2,175.20	2,280.08		2,385.60	2,480.56	2,579.28	2,681.92	2,788.96															
	Annual	49,187	51,523	53,961	56,555	59,282		62,025	64,494	67,061	69,729	72,512															

## SCHEDULE XXV

## BUREAU OF HUMAN RESOURCES

## SHERIFF'S INVESTIGATORS: DAY REPORTING

<u>GRADE</u>		AFTER 1 YR. AT MAXIMUM	AFTER 1 YR. AT 1ST LON-	AFTER 1 YR. AT 2ND LON-	AFTER 1 YR. AT 3RD LON-	AFTER 1 YR. AT 4TH LON-
		RATE AND 5 YEARS OF SERVICE	GEVITY RATE AND 10 YRS. OF SERVICE	GEVITY RATE AND 15 YRS. OF SERVICE	GEVITY RATE AND 20 YRS. OF SERVICE	GEVITY RATE AND 25 YRS. OF SERVICE
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP
IS2	Hourly	23,071	24,167	25,310	26,527	27,806
	Bi-Weekly	1,845.68	1,933.36	2,024.80	2,122.16	2,224.48
	Annual	47,987	50,267	52,644	55,176	57,836

EFFECTIVE JUNE 1, 2011

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATORS: DAY REPORTING

GRADE		AFTER 1 YR. AT MAXIMUM					AFTER 1 YR. AT 1ST LON-					AFTER 1 YR. AT 2ND LON-					AFTER 1 YR. AT 3RD LON-					AFTER 1 YR. AT 4TH LON-				
		RATE AND					GEVITY RATE					GEVITY RATE					GEVITY RATE					GEVITY RATE				
		1ST	2ND	3RD	4TH	5TH	5 YEARS	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE
IS2	Hourly	22,619	23,693	24,814	26,007	27,261	28,523		29,658		30,838		32,065		33,345											
	Bi-Weekly	1,809.52	1,895.44	1,985.12	2,080.56	2,180.88	2,281.84		2,372.64		2,467.04		2,565.20		2,667.60											
	Annual	47,047	49,281	51,613	54,094	56,702	59,327		61,688		64,143		66,695		69,357											

EFFECTIVE DECEMBER 1, 2010

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATORS: DAY REPORTING

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	AFTER 1 YR. AT MAXIMUM	AFTER 1 YR. AT 1ST LON-	AFTER 1 YR. AT 2ND LON-	AFTER 1 YR. AT 3RD LON-	AFTER 1 YR. AT 4TH LON-
						RATE AND 5 YEARS OF SERVICE	GEVITY RATE AND 10 YRS. OF SERVICE	GEVITY RATE AND 15 YRS. OF SERVICE	GEVITY RATE AND 20 YRS. OF SERVICE	GEVITY RATE AND 25 YRS. OF SERVICE

IS2	Hourly	22,285	23,343	24,447	25,623	26,858	28,101	29,220	30,382	31,591	32,852
	Bi-Weekly	1,782.80	1,867.44	1,955.76	2,049.84	2,148.64	2,248.08	2,337.60	2,430.56	2,527.28	2,628.16
	Annual	46,352	48,553	50,849	53,295	55,864	58,450	60,777	63,194	65,709	68,332

EFFECTIVE JUNE 1, 2010

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATORS: DAY REPORTING

<u>GRADE</u>	<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	AFTER 1 YR. AT MAXIMUM	AFTER 1 YR. AT 1ST LON-	AFTER 1 YR. AT 2ND LON-	AFTER 1 YR. AT 3RD LON-	AFTER 1 YR. AT 4TH LON-
						RATE AND 5 YEARS OF SERVICE	GEVITY RATE AND 10 YRS. OF SERVICE	GEVITY RATE AND 15 YRS. OF SERVICE	GEVITY RATE AND 20 YRS. OF SERVICE	GEVITY RATE AND 25 YRS. OF SERVICE

IS2	Hourly	22,174	23,227	24,325	25,496	26,724	27,961	29,075	30,231	31,434	32,689
	Bi-Weekly	1,773.92	1,858.16	1,946.00	2,039.68	2,137.92	2,236.88	2,326.00	2,418.48	2,514.72	2,615.12
	Annual	46,121	48,312	50,596	53,031	55,585	58,158	60,476	62,880	65,382	67,993

EFFECTIVE JUNE 1, 2009

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATORS: DAY REPORTING

AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.  
 AT MAXIMUM AT 1ST LON- AT 2ND LON- AT 3RD LON- AT 4TH LON-  
 RATE AND GEVITY RATE GEVITY RATE GEVITY RATE GEVITY RATE  
 5 YEARS AND 10 YRS. AND 15 YRS. AND 20 YRS. AND 25 YRS.  
OF SERVICE OF SERVICE OF SERVICE OF SERVICE OF SERVICE

GRADE

IS2	Hourly	21,954	22,997	24,084	25,244	26,459	27,684	28,787	29,932	31,123	32,365
	Bi-Weekly	1,756.32	1,839.76	1,926.72	2,019.52	2,116.72	2,214.72	2,302.96	2,394.56	2,489.84	2,589.20
	Annual	45,664	47,833	50,094	52,507	55,034	57,582	59,876	62,258	64,735	67,319

**GRIEVANCE**

(use additional sheets where necessary)

Department: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

Employer Representative Signature

Position

Person to Whom Response Given

Date

LODGE NO.

YEAR

GRIEVANCE NO.

### STEP THREE

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S STEP THREE RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

### STEP FOUR

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S STEP FOUR RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

### REFERRAL TO ARBITRATION by Illinois FOP Labor Council

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



# **APPENDIX C - COOK COUNTY HEALTH PLAN DESIGN**

PLAN DESIGN CHANGES EFFECTIVE 12/1/07  
PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 /\$200	\$125/\$250
Family Deductible *	None		\$0 /\$400	\$250/\$500
Ind. Out of Pocket Max *	None		\$1,000 **/ \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *	None		\$2,000 **/\$6,000 **	\$3,000 **/ \$6,000 **
Lifetime Maximum	Unlimited		Unlimited/\$1,000,000	Unlimited/\$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co – Insurance	None		90%/60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

# **OUTPATIENT SERVICES (MEDICAL & SURGICAL)**

<b>BENEFIT OVERVIEW</b>	<b>HMO</b>		<b>PPO</b>	
	<b>Current Benefits (through 11/30/07)</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60%	90% after \$25 co-pay / 60%
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60%	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 deductible	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60%	90% after \$25 co-pay / 60%
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60%	90% after \$25 co-pay / 60% *

# **OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after 40% co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60*	90% / 60*
Home Health Care	100%	100%	90% / 60*	90% / 60*
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60*	90% / 60*
Prosthetic Devices	100%	100%	90% / 60*	90% / 60*

# **INPATIENT SERVICES (MEDICAL & SURGICAL)**

<b>BENEFIT OVERVIEW</b>		<b>HMO</b>		<b>PPO</b>	
		<b>Current Benefits (through 11/30/07)</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care		100%	100% after \$100 Deductible per admission	90% / 60*	90% / 60*
Physician/Surgeon/Anesthesiologist Services		100%	100%	90% / 60*	90% / 60*
X-Ray / Diagnostic Services		100%	100%	90% / 60*	90% / 60*
Facility Charges		100%	100%	90% / 60*	90% / 60*

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/liferime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	100%	100%		

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
generic (30 day supply at Retail)		\$5	\$7	\$5	\$7
brand (30 day supply at Retail)		\$10	N/A	\$10	N/A
formulary (30 day supply at Retail)		N/A	\$15 *	N/A	\$15 *
non-Formulary (30 day supply at Retail)		N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)		1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay
If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference ; in cost between the generic and the formulary/non-formulary drug					

**Employee Contributions  
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 11/30/07	Contribution Effective 6/1/08	Contribution Through 11/30/07	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5%	1.0%	2.5%	2.0 %
Employee plus Family	.5 %	1.25%	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	



## VISION BASIC BENEFITS - APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

### Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

### Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

### Frames \*\*: \$0

Members may choose a frame up to a regular retail value of \$ 100. Frames above \$ 100 regular retail price, member pays the amount over \$ 100 less 10%.

### Contact Lenses \*\*: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$ 100. Contacts above \$3 00 regular retail are available at an additional cost.

\*\* The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

## LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

## DENTAL HMO BENEFITS - APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

### SCHEDULE OF BENEFITS:

#### PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

#### BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

#### MAJOR SERVICES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

#### ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

#### DEDUCTIBLE:

None

#### BENEFIT PERIOD MAXIMUM:

Unlimited

## DENTAL PPO BENEFITS - APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services:		
Routine Fillings	80 % of Maximum Allowance	60% of Maximum Allowance *
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	50 % of Maximum Allowance	50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	60 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery		
Routine Extractions	80 % of Maximum Allowance	60 % of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance	60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum *
Lifetime Maximum	\$1250	\$1250

\*Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and denial provider benefit payment, in addition to the deductible and co-insurance.

## APPENDIX D

### ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 974 CLOCKTOWER DRIVE SPRINGFIELD, IL 62704

#### DUES DEDUCTION FORM

I, \_\_\_\_\_, hereby authorize my Employer, the \_\_\_\_\_ of \_\_\_\_\_, Illinois, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

PLEASE REMIT ALL DUES DEDUCTIONS TO:

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
974 CLOCKTOWER DRIVE SPRINGFIELD, IL 62704  
(217) 698-9433

Rev. 7/19/95

## APPENDIX "E" DRUG-FREE WORKPLACE POLICY

### TABLE OF CONTENTS

I.	PURPOSE .....	44
II.	POLICY STATEMENT .....	45
III.	MANAGEMENT RESPONSIBILITIES .....	48
IV.	EMPLOYEE RESPONSIBILITIES .....	49
V.	CONFIDENTIALITY .....	49
VI.	TESTING LABORATORY .....	50
VII.	DRUG TESTING UNIT .....	51
VIII.	RANDOM DRUG TESTING SELECTION PROCEDURES .....	52
IX.	EMPLOYEE NOTIFICATION PROCEDURES .....	52
X.	DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING .....	53
XI.	TEST RESULT PROCEDURES .....	53
XII.	SEARCHES FOR ILLEGAL DRUGS .....	55
XIII.	EMPLOYEE ASSISTANCE PROGRAM .....	55
XIV.	CONFLICT RESOLUTION AND INCLUSION OF APPENDICES .....	56
XV.	SAVINGS CLAUSE .....	56

## I. PURPOSE

The illegal manufacture, distribution, dispensing, sale, transfer, possession or use of drugs or controlled substances is prohibited by federal, state and local law. The Federal Drug-Free Workplace Act of 1988, Title 41, Sections 702-704 are applicable to Cook County Government as a grantee of federal funds. The Cook County Board of Commissioners has adopted a resolution that established a policy to maintain all county government workplaces as drug-free workplaces.

The Department recognizes that pervasive illegal drug use has become a national crisis. Drug use in the workplace poses enormous problems in the areas of public health and safety as well as substantial social and economic costs. The Department must play a key role in "The War On Drugs," not only in terms of its public responsibilities as a law enforcement agency, but also in terms of its responsibilities for employee health and well-being. It is imperative that all sworn employees have the physical stamina and psychological stability to promptly perform all required duties under conditions of duress and possibly even great danger.

The overriding purpose of the criminal justice system is to protect community safety through the apprehension, adjudication and incarceration of lawbreakers. Because of the special status of peace officers in our society, drug use by any officer has a particularly devastating effect on all of law enforcement.

Community confidence in law enforcement agencies could be severely damaged if those charged with safeguarding it were, because of their own drug use, either restrained in or unsympathetic to their mission of interdicting drugs. But drug use by sworn officers could be nothing short of disastrous if it impacts on public safety and the ability of officers to perform their duties. The purpose of this order is to:

- A. Establish a policy to detect, deter and eventually eliminate drug use by sworn employees;
- B. Promulgate Department policy that prohibits the presence of either of the following in an employee's system;
  1. Illegal drugs and controlled substances or their metabolites;
  2. Legally prescribed drugs in excess of prescribed limits.
- C. Set forth policy and procedures governing random, mandatory and reasonable suspicion drug testing of all sworn employees;
- D. Achieve the goal of a safe, efficient and drug-free workplace through a fair, equitable, consistent, confidential and reasonable drug testing policy that ensures due consideration of the rights of employees as well, as their privacy, integrity, reliability and dignity throughout the process for the protection of both employees and the public;
- E. Encourage sworn employees who have drug use problems to participate in the Employee Assistance Program or a drug rehabilitation program prior to detection via the Department's drug testing program;

- F. Provide for confidentiality of testing results;
- G. Decrease absenteeism, injuries on the job, liability and financial burden on employee health and benefit programs;
- H. Ensure the professional credibility, unimpeachable integrity and judgment of sworn employees by providing sanctions for prohibited off-duty conduct which undermines public trust and is inconsistent with on-duty representations;
- I. Promote public confidence in the safety and integrity of all sworn personnel and ensure their fitness for duty;
- J. Discourage and deter any temptation to deviate from acceptable behavior by the implementation of a drug testing program and subsequent disciplinary sanctions that guarantee that the only acceptable course of conduct is complete abstinence from illegal drug and controlled substance use;
- K. Balance the interests of the Department, employees and the general public with a fair, confidential and accurate drug testing program;
- L. Recognize the establishment of the Drug Testing Unit within the Sheriff's Office as a critical component of efforts to combat drug abuse in our society;
- M. Describe responsibilities and procedures relative to the Drug Testing Program;
- N. Institute the use of the Drug Testing Program Notification Form (RDT-92-100) and the Drug Screen Specimen Affidavit Form (RDT-92-101).

## II. POLICY STATEMENT

The Department recognizes that the vast majority of its sworn employees are not drug users and will not become drug users. A few are not drug-free, and some could possibly fall prey to the insidious spread of drug use, absent the strong preventive and deterrent effect of a drug-testing program. This policy has not arisen from distrust, but rather from the desire to provide a better working environment.

It is imperative that all sworn employees possess the judgment, dexterity, physical stamina and psychological stability and are capable of devoting constant and uninterrupted attention to the performance of all required duties without risk of harm to themselves, other employees or the public. As a result of its responsibilities, as well as the sensitive nature of its work, the Department has an obligation to eliminate illegal drug use from its workplace.

It is therefore the policy of the Department to take all reasonable measures to maintain a work environment free of the unlawful use of drugs or controlled substances and prevent an otherwise pervasive societal problem from invading the ranks of its sworn employees.

- A. This policy applies to all sworn employees of the Department. For the purposes of this policy and directive, sworn employees (or employees) are defined as persons of any rank or title who are required, or authorized, to carry firearms while on or off duty, and who derive their peace officer powers from their status as deputy sheriffs by virtue of appointment by the Sheriff of Cook County.
- B. The term "drug" or "controlled substance" include, but are not limited to, the following substances and their respective metabolites:
  - 1. Cannabis as defined in 720 ILCS 550/3 (a), or as amended
  - 2. Controlled substances as defined in Chapter 720 ILCS 570/102 (f), or as amended
- C. The unlawful involvement with drugs; the presence in an employee's system of drugs or controlled substances or their metabolites; the use of cannabis or non-prescribed controlled substances; or the abuse of legally prescribed drugs or controlled substances by sworn employees of the Department, at any time, while on or off-duty, are strictly prohibited.
- D. Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a sworn exempt employee or probationary merit employee; or the referral of charges to the Merit Board, by the Sheriff or his designee, seeking the discharge of a sworn merit employee.
- E. This policy does not apply to the use of controlled substances within the limits of a medically valid prescription except where such use is found to be an excessive or abusive use of prescribed controlled substances; legal drugs illegally obtained; multiple prescriptions for controlled substances from one or more physicians; or not in accordance with the "good faith" definition provided in 720 ILCS 570/102 (u).
- F. All sworn employees of the Department shall be subject to urinalysis drug testing on a mandatory, random or reasonable suspicion basis. Employees selected for drug testing are required to cooperate fully in the testing process. The actions listed below, whether they occur during or after the collection or analysis of drug specimens, are violations of this policy: Any such action will be used as a basis for the initiation of a disciplinary action in accordance with Article 11, Section D, of this directive.
  - 1. Refusal to submit to testing;
  - 2. Failure to cooperate;
  - 3. Tampering or attempting to tamper with urine specimens;
  - 4. Adulteration of a test sample;
  - 5. Submission of or attempt to submit a false test sample;
  - 6. Any other activities designed to interfere with, impede or otherwise obstruct drug testing.



G. "Reasonable suspicion" is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to find that a sworn employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulable facts and reasonable, rational inferences drawn from those facts in light of experience. The facts must lead the supervisor to believe that the employee's ability to perform the functions of the job is impaired, or that the employee's ability to perform his/her job safely is reduced.

1. Reasonable suspicion drug testing shall be conducted when a sworn employee has exhibited unusual work habits or behavioral traits and is incapable of performing required duties and a manager or supervisor has furnished written documentation citing specific instances of reasonable and articulable suspicion that the employee is under the influence of drugs or has otherwise violated this policy.
2. Factors to be considered by command and supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:
  - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs;
  - b. Abnormal conduct or erratic behavior while on-duty;
  - c. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
  - d. Slurred speech or unsteady walking or movement;
  - e. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
  - f. Information obtained from reliable and credible sources with personal knowledge which has been independently corroborated.

H. In addition to random and reasonable suspicion drug testing, mandatory drug testing shall be conducted when a sworn employee:

1. Is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units;
2. Qualifies for an extra-departmental training program of more than two weeks duration;
3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days, however if the reason for the absence is medical but other time earned is then, used in the alternative the employee will be subject to testing.

4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or any property damage and sufficient facts exist to support a supervisory finding of reasonable suspicion, or when the circumstances require testing in accordance with existing statutes.
- I. Sworn employees acting in their official capacity as peace officers in undercover roles and as a direct result of their, official assignments shall not be disciplined under, this policy. However, any employee who has reason to believe that an on-duty official capacity activity has, or will result in the presence of a drug or controlled substance in his/her system must submit a confidential written report to the Department Head within 24 hours from the time of exposure. Consideration of reported claims of on-duty exposures shall be limited to life threatening and tactically unavoidable circumstances which are documented and submitted in accordance with the time limits established herein. Failure to report a possible on-duty exposure will negate any claim that a subsequent confirmed positive drug test was the result of an on-duty activity.
- J. The provisions of this policy shall not prevent the Department from conducting medical screenings, with the express written consent of the employee, to monitor exposure to toxic or other unhealthy substances in the workplace or in the performance of their responsibilities. Any such screenings shall be limited to the specific substances expressly identified in the employee consent form.

### III. MANAGEMENT RESPONSIBILITIES

Commanders and supervisors are responsible for the reasonable enforcement of this policy.

- A. Commanders and supervisors shall request approval by the Department Head that a sworn employee be required to submit to a drug test when they have a reasonable suspicion that the employee is under the influence of drugs while on-duty or otherwise in violation of this order and policy.
- B. Any commander or supervisor requesting that an employee be required to submit to a drug test must document, in writing, the facts constituting reasonable suspicion.
- C. A summarized copy of the written report, including the facts constituting reasonable suspicion, shall be furnished to the employee when the employee is ordered to submit to a reasonable suspicion drug test approved by the Department Head.
- D. Commanders and supervisors encountering an employee who refuses an order to submit to a drug analysis upon direct order shall advise the employee of the requirements of this order and the disciplinary consequences of this policy.
- E. Employees reasonably believed to be under the influence of drugs or controlled substances shall be prevented from engaging in further work. Command and supervisory personnel shall arrange for the safe transportation of such employees from the workplace.

#### IV. EMPLOYEE RESPONSIBILITIES

While the use of medically prescribed drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor before beginning work, when taking prescribed drugs which could foreseeably interfere with the safe and effective performance of duties or operation of Department equipment can result in discipline.

In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required. Each employee shall:

- A. Not report for duty when his/her ability to perform job duties is impaired due to on or off duty drug use;
- B. Notify the Department of his/her conviction for a violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance within 24 hours of such conviction;
- C. Promptly obey an order to submit to a drug testing procedure required by this order.

#### V. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the Department through the drug testing program are the property of the Department and are confidential communications. They shall not be used or received in evidence, in any criminal proceeding against the employee, obtained, in discovery, or disclosed in any public or private proceedings, except in accordance with the provisions of this order.

- A. Laboratory reports and test results shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential medical folder that shall be securely kept under the control of the Drug Testing Unit. The Unit is authorized to release the contents of the confidential medical folder to the Department Head or Commander of Internal Investigations.
- B. Disclosure of a positive confirmed drug test result without employee consent is authorized when it is:
  - 1. Required in a disciplinary action;
  - 2. Compelled by law or by judicial or administrative process (providing that the employee is given timely written notice by the Department);
  - 3. The information is needed by medical personnel for the emergency diagnosis or treatment of the employee, and the employee is unable to authorize disclosure.
- C. No physician-patient relationship is created between an employee and the Department or any person performing or evaluating a drug test, solely by the establishment, implementation or administration of the drug testing programs conducted in accordance with this order and policy.

#### APPENDIX E

## VI. TESTING LABORATORY CERTIFICATION

- A. The initial screening of urine specimens and confirmation testing of positive immunoassays required by this policy shall only be conducted by a licensed laboratory that meets the standards appropriate to the application of analytical forensic toxicology. The laboratory must conform to the guidelines of, and be certified to perform urine drug testing by, the Substance Abuse and Mental Health Services Administration (SAMHSA) and must be licensed by the U.S. Department of Health and Human Services (HHS).

The laboratory must meet the strict standards established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (53FR 11979, 11989) published on April 11, 1988, or as amended. The laboratory must have in its possession a letter of certification from HHS/SAMHSA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the U.S. Department of Health and Human Services Clinical Laboratory.

- B. The laboratory contracted for the testing of specimens submitted in accordance with this order shall be required to provide for and employ the following policies, procedures, and personnel:

1. Initial drug screening tests utilizing the EMIT or equally reliable method;
2. Confirmation testing utilizing the Gas Chromatography/Mass Spectrometry (GC/MS) method;
3. Rigorous chain of custody procedures for collection of specimens and for handling specimens during testing and storage;
4. Stringent standards for making the drug testing site secure, for restricting access to all but authorized personnel and providing an escort for any others who are authorized to be on the premises;
5. Precise requirements for quality assurance and performance testing specific to urine specimens for the presence of controlled substances or illegal drugs and their metabolites;
6. Specific educational and experience requirements for laboratory personnel to ensure their competence and credibility as experts on forensic urine drug testing, particularly to qualify them as witnesses in legal proceedings which challenge the finding of the laboratory.

## VII. DRUG TESTING UNIT

The Administrator of the Drug Testing Unit shall be responsible for the operation of the drug testing program established by this order in accordance with the Mandatory Guidelines in Appendix "A" of this order and shall also be responsible for:

- A. Assuring that privacy intrusions are minimized during the collection of urine specimens - and that specimens are stored and transported to testing laboratories under such conditions that the quality of the specimens shall not be jeopardized;
- B. Ensuring that the identities of employees whose tests show positive for the presence of a drug or controlled substance are limited to the Department Head or the Commander of Internal Investigations;
- C. Ensuring the development of a computer generated program to select employees for random drug testing;
- D. Assuring rigorous chain of custody procedures for the collection, handling and proper documentation of test specimens during testing and storage;
- E. Ensuring the generation of the random selection listing of personnel to identify employees who are to be directed to submit to drug testing on particular dates and shifts;
- F. Ensuring the notification of the commanders or supervisors of each employee to be tested;
- G. Developing standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program;
- H. Coordination and liaison with the certified testing laboratory contracted by the Department;
- I. Evaluating the program and collecting and compiling anonymous, statistical data including, but not limited to, reporting the number of:
  - 1. Random, reasonable suspicion and mandatory tests;
  - 2. Verified positive test results;
  - 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- J. Assisting in developing employee drug education and prevention programs.

## VIII. RANDOM DRUG TESTING SELECTION PROCEDURES

- A. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any sworn employee. Each workday shall present every affected employee with a new opportunity of being required to submit to the random testing program, with a substantially equal statistical chance for all employees on each new day, regardless of samples previously submitted. The selection process shall employ objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.
- B. The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) per cent of the sworn employees who are in the common selection pool.
- C. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- D. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection schedules.
- D. The computerized random selection listing shall be generated from the common selection pool of all sworn employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator or designee of the Drug Testing Unit until such a time as the daily selection for testing list is prepared for notification.

## IX. EMPLOYEE NOTIFICATION PROCEDURES

When a commander or supervisor receives notification from the Drug Testing Unit, he/she shall prepare a Drug Testing Notification Form (RDT-92-100) in triplicate and read and explain the contents of the form to the affected employee. The Drug Testing Notification Form shall be distributed as follows:

- A. Original to the affected employee for presentation at the Drug Testing Unit for its retention;
- B. Second copy shall be retained by the affected employee;
- C. Third copy shall be retained by the commander or supervisor of the affected employee in the unit of assignment or detail for 30 days.

The commander/supervisor of an affected employee, when notified that the employee is leaving the unit of assignment to submit the required specimen, shall immediately contact and inform the Drug Testing Unit that the employee is enroute to the testing site;

## X. DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING

A sworn employee who is selected to be tested shall fully cooperate in the completion of all phases of the testing process and shall adhere to the following procedures:

- A. Upon notification that he/she has been selected for drug testing, the employee shall be required to report to the Drug Testing Unit office site in a timely fashion before the conclusion of his/her tour of duty on which the notification was received.

Affected personnel shall report in accordance with the following schedule:

1. First shift personnel shall report no earlier than 0500 hours and no later than 0800 hours;
  2. Second shift personnel shall report no earlier than 0600 hours and no later than 1400 hours;
  3. Third shift personnel shall report no earlier than 1400 hours and no later than 2000 hours.
- B. Upon arrival at the Drug Testing Unit office, employees shall identify themselves, present their photo identification card and the original Drug Testing Program Notification Form.
  - C. Answer all pre-test questions relating to their medical history regarding the use of any/all prescribed drug(s).
  - D. Upon completion of the specimen collection process, the employee shall immediately return to duty status.
  - E. An affected employee's tour of duty shall not be considered completed until he/she has submitted the required urine specimen.

## XI. TEST RESULT PROCEDURES

- A. Confirmation and Reporting of Test Results.
  1. All employees shall be notified, in writing, of the results of their drug screening test, whether negative or positive.
  2. A drug screening specimen that initially yields a positive result shall be tested a second time using a gas chromatography/mass spectrometry (GC/MS) test.
  3. If the second test confirms the initial positive test result, the employee shall be notified in writing. The notification shall identify the particular drug(s) or controlled substances or their metabolites and shall specify the concentration level.

4. An employee whose confirmation test as specified in paragraph 3, is deemed positive, may, at the employee's own expense, have additional testing conducted On the original test sample. The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that he/she intends to have the confirmation verified by a laboratory of his/her own choice. The laboratory must be certified by the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA).
5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to his/her drug test.
6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.
7. Quantitation for a retest is not subject to a specific cut off level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this policy, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to the employee's selected laboratory by the Department laboratory.
9. If the HHS/SAMHSA certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedures used by the original laboratory, then no further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest. Such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.
10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.



- B. Upon receipt of notification of a positive test result, the Administrator of the Drug Testing Unit or designee shall confidentially notify the Department Head or the Commander of the Internal Investigations Section who shall:
1. Notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drugs (e.g., valid prescriptions, -prescribing physician's statement, etc.).
  2. When necessary, initiate a preliminary investigation to determine the validity of the employee's statement and evidence provided in support of a claim that he/she is presently taking prescribed drugs.
    - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed at a therapeutic level in accordance with prescription directions, no further action shall be taken.
    - b. In all other instances, the Department Head or the Commander of the Internal Investigations Section shall be notified when the confirmed test results indicate positive evidence of drug usage by the employee. No action shall be taken as the result of a positive test result solely on the basis of an initial screening test procedure.

## XII. SEARCHES FOR ILLEGAL DRUGS

In the course of investigations related to this policy, investigative personnel may conduct searches of Department owned property including, but not limited to lockers, desks, briefcases, toolboxes, offices, vehicles, etc. Searches of Department owned property may occur on or off Department premises.

In the course of an investigation under this policy where reasonable grounds exist either by testing positive for substances provided for in this policy or by being arrested for a violation of the Illinois Controlled Substance Act or the Cannabis Control Act, searches of employee owned property may only occur on Department premises or in Department owned vehicles. By accepting employment with, or performing services for the Department, all employees are deemed to have consented to such searches and no further consent shall be necessary.

## XIII. EMPLOYEE ASSISTANCE PROGRAM

The Department fully supports the Employee Assistance Program (EAP) and encourages employees who are using illegal or unauthorized drugs or controlled substances to seek the confidential services of the Program. The EAP plays an important role by providing employees an opportunity to eliminate the use of illegal drugs or controlled substances. Referrals can be made to appropriate treatment and rehabilitative facilities who shall follow up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program. Enrollment in, or current participation in, an EAP or other rehabilitation program will not excuse an employee from drug testing programs initiated by this policy and order; nor shall such participation preclude disciplinary action against an employee who tests positive for drug use during the course of any testing procedure required by this order.

#### XIV. CONFLICT RESOLUTION AND INCLUSION OF APPENDICES

- A. This order and policy supersedes and takes precedence over any existing orders or directives. Any conflict between this order and policy shall be resolved in favor of this order.
- B. Appendices referred to or cited in this order are parts of this order and shall have the same force and effect as any other part of this order and policy.

#### XV. SAVINGS CLAUSE

If any provision of this policy/order or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation or any other competent authority, such legislation or finding shall not affect the enforceability of any other provisions of this policy/order which shall remain in full force and effect.

**APPENDIX "E" DRUG-FREE WORKPLACE POLICY**  
**MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS**  
(53 FR 11979, 11989)

EFFECTIVE 12/20/02

**TABLE OF CONTENTS**

ARTICLE 100 - GENERAL

101 APPLICABILITY .....	58
102 DEFINITIONS .....	58
103 FUTURE REVISIONS .....	59

ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

201 THE DRUGS .....	59
202 SPECIMEN COLLECTION PROCEDURES .....	59
203 SHORT AND LONG TERM SPECIMEN STORAGE .....	63
204 TEST LEVELS .....	64
205 REPORTING TEST RESULTS .....	64

## ARTICLE 100 - GENERAL

### 101 - APPLICABILITY

- (a) These mandatory guidelines apply to all drug testing procedures conducted by this Department in accordance with existing policies and directives.
- (b) Only laboratories certified under the standards established by the U.S. Department of Health and Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) are authorized to perform urine drug testing for the Department.

### 102 - DEFINITIONS

For the purposes of these guidelines the following definitions are adopted:

Administrator:	The person responsible for the supervision of the Drug Testing Unit and collection site operations.
Aliquot:	A portion of a urine specimen used for testing purposes.
Chain of Custody:	Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose of each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
Collection Site:	A place designated by the Department where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or their metabolites.
Collection Site Person:	A person who instructs and assists individuals at a collection site and who receives and makes an initial examination of the urine specimen provided by those individuals. A collection site person shall have successfully completed training to carry out this function.
Confirmatory Test:	A second analytical procedure to identify the presence of specific drugs, controlled substances or their respective metabolites that is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method.)
Initial Test	(also known as Screening Test): An immunoassay screen to eliminate "negative" urine samples from further testing or consideration.

Permanent Record Book: A permanently bound book in which identifying data on each specimen collected at a collection site are permanently recorded in the sequence of collection.

Reason to Believe: Reason to believe that a particular individual may alter or\* substitute the urine specimen.

### 103 - FUTURE REVISIONS

In order to ensure the full reliability and accuracy of initial and confirmation drug tests, the accurate reporting of test results, and the integrity and efficacy of testing programs, the Department may make changes in these guidelines to reflect improvements in the available science and technology. These changes will be discussed with the affected employee's Union prior to implementation and will be published as adopted from time to time.

## ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

### 201 - THE DRUGS

(a) Department policy and directives define "drugs" and "controlled substances" as those substances and their respective metabolites, including but not limited to, cannabis as defined in 720 ILCS 550/3 (a), and controlled substances as defined in 720 ILCS 570/102 (0- It does not include drugs used pursuant to a valid prescription or when used as otherwise authorized by law. While this definition encompasses many drugs, it is not feasible to test routinely for all of them. Department drug testing programs shall test for drugs, as follows:

- (1) Random drug testing programs shall at a minimum test for marijuana and cocaine;"
- (2) Drug testing programs are also authorized to test for opiates, amphetamines, phencyclidine or any drug as defined in 201(a) of these guidelines.

(b) Urine specimens collected pursuant to the policies and directives of the Department shall be used only to test for those drugs included in these guidelines and may not be used to conduct any other analysis or test unless otherwise authorized by law.

(c) These guidelines are not intended to limit additional categories of drugs in the drug testing of sworn employees.

### 202- SPECIMEN COLLECTION PROCEDURES

(a) Designation of Collection Site: The drug testing program shall have one or more designated collection sites which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.

(b) Security: Procedures shall be provided for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.

- (c) Chain of Custody: Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- (d) Access to Authorized Personnel Only: No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored. With the exception of personnel authorized to conduct inspections, all authorized visitors and maintenance and service personnel shall be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained.
- (e) Privacy: Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
- (f) Integrity and Identity of Specimen: Collection site personnel shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
  - (1) To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs.
  - (2) When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual, the coordinator of the drug testing program, or any other official who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection. Individuals may also be required to furnish fingerprints for recording and establishing positive identification:
  - (3) If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
  - (4) The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his/her wallet.
  - (5) The individual shall be instructed to wash and dry his/her hands prior to urination.

- (6) After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
- (7) The individual may provide -his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
- (8) The collection site person shall note any unusual behavior or appearance in the permanent record book.
- (9) In the exceptional event that a Department collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public restroom may be used according to the following procedures: A collection site person of the same gender as the individual shall accompany the individual into the public restroom which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the restroom, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.
- (10) Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 60 milliliters of urine. If there is less than 60 milliliters of urine in the container, the specimen will be discarded and a notation regarding the insufficient amount of specimen collected will be documented on the affidavit form. The donor will be required to provide another specimen in the amount of 60 milliliters in a different specimen collection container. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 60 milliliters of urine, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
- (11) After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his/her hands.
- (12) Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.

- (13) If the temperature of a specimen is outside the range of 32.5-37.7 degrees centigrade or 90.5-99.8 degrees Fahrenheit, that is reason to believe that the individual may have altered or substituted the specimen, and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.
  - (14) Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted in the permanent record book.
  - (15) All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
  - (16) Whenever there is reason to believe that a particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon- as possible under the direct observation of a same gender collection site person.
- 
- (17) Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall require the individual to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.
  - (18) The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (f)(19) - (f)(22) of this section.
  - (19) The collection site person shall place securely, on the bottle, an identification label, which contains the date, the individual's specimen number, and any other identifying information provided or required by the Department.
  - (20) The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him/her.
  - (21) The collection site person shall enter in the permanent record, book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.
  - (22) The individual shall be required to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.
  - (23) A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based on a reason to believe that the individual may alter or substitute the specimen to be provided.



- (24) The collection site person shall complete the chain of custody form.
  - (25) The urine specimen and chain Of Custody form are how ready for shipment or pickup; If the specimen is not immediately prepared for shipment it shall be appropriately safeguarded during temporary storage.
  - (26) While any part of the above chain of custody is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the. involved collection site person leaves his/her work station momentarily, the specimen and custody form shall be taken with him/her or be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before he/she leaves the site.
- (g) Collection Control: To the maximum extent possible, collection site personnel" shall keep the Individual's specimen within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed arid labeled. An approved chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain of custody form each and every time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.
  - (h) Transportation to Laboratory: Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely, sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date specimens were sealed in the containers for shipment. The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.

## 203 - SHORT AND LONG TERM SPECIMEN STORAGE

- (a) Short Term Refrigerated Storage: Specimens shall be placed in secure refrigeration units. Temperatures shall not exceed six (6) degrees centigrade. Emergency power equipment shall be available incase of prolonged power failure.
- (b) Long Term Refrigerated Storage: Long term frozen storage (-20 degrees centigrade or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Unless otherwise authorized in writing by higher authority, collection sites and/or drug testing laboratories shall retain and place in properly secured long term frozen storage for a minimum of one (1) year all specimens confirmed positive. Within this one (1) year period, the Department may request the laboratory to retain the specimen for an additional period of time, but if no such request is made, the laboratory may discard the specimen after the end of the one (1) year period, except that the laboratory shall be required to maintain any specimens under legal challenge for an indefinite period of time.

## 204 - TEST LEVELS

- (a) Initial Test Level: The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.
- (b) Confirmatory Test Levels: AH specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this section for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve, shall be documented in the laboratory record as "greater than highest standard curve value."
- (c) Test Level Revisions: The test levels listed in this section are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations. Any changes in these test levels will be published in a timely fashion.

	Initial test level (ng/ml):	Confirmatory test level (ng/ml)
Amphetamines .....	1,000 .....	500
Cocaine <sub>1</sub> .....	300 .....	150
Benzodiazepines .....	300 .....	200
Methaqualone .....	300 .....	200
THC (Cannabinoids) <sub>2</sub> .....	20 .....	15
Barbiturates .....	300 .....	200
Methadone .....	300 .....	200
Phencyclidine (PCP) .....	25 .....	25
Opiates .....	<sub>3</sub> 2000 .....	<sub>3</sub> 2000
Propoxyphene .....	300 .....	200

1 Benzoyllecgonine

2 Delta-9-tetrahydrocannabinol-9-carboxylic acid

3 25ng/ml if immunoassay specific for free morphine

## 205 - REPORTING TEST RESULTS

- (a) The laboratory shall report test results to the Administrator or designee of the Drug Testing Unit within an average of five (5) working days after the receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cut off for each, the specimen number assigned by the Department, and the drug testing laboratory specimen identification number. The results (positive, and negative) for all specimens submitted at the same time to the laboratory shall be reported back to the Administrator or designee at the same time.

- (b) The testing laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- (c) The Administrator or designee may request from the laboratory and the laboratory shall provide quantitation of test results.
- (d) The laboratory may transmit results to the Administrator or designee by various electronic means (e.g., computer, teleprinters, or facsimile) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval systems.
- (e) The laboratory shall send only to the Administrator or designee a final drug test report with the name of the individual responsible for attesting to the validity of the test result.
- (f) Unless otherwise directed by the Department or the Administrator in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.
- (g) The drug testing laboratory shall never be furnished with the name of the individual to whom a particular drug specimen is associated with. The only exception to this rule will be in those cases in which the individual is the subject of a hearing for disciplinary action as a result of a confirmed positive drug test which will require the testimony of laboratory personnel. The confidentiality provision of the Department's policy, and current written directives will take precedence over this section of the guidelines.